

**Herman Miller, Inc.**  
**Pricing Agreement**

*between*

**Herman Miller, Inc.**  
855 East Main Avenue  
PO Box 302  
Zeeland, MI 49464-0302

(Manufacturer)

*and*

**The Judicial Council of California**  
**Administrative Office of the Courts**  
455 Golden Gate Avenue  
San Francisco, CA 94102-3688

(Buyer)

July 1, 2010  
*Effective Date*

June 30, 2013  
*Expiration Date*

AJ6999  
*Contract Number*



**Addendum One  
To Agreement J6999.A**

With the Effective Date of July 1, 2010

With the Expiration Date of June 30, 2013

between

Herman Miller, Inc.  
855 East Main Avenue  
PO Box 302  
Zeeland, MI 49464-0302

and

The Judicial Council of California  
Administrative Office of the Courts  
455 Golden Gate Avenue  
San Francisco, CA 94102-3688

This Addendum, effective when signed by both parties, amends the Facility Purchasing Agreement J6999.A between the parties as follows:

- A. The term of the Agreement has been extended and expires June 30, 2014.
- B. Additional product lines are available at the following discounts:

**Everywhere™ Tables**

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67% on single orders \$0 to \$100,000 list value.  
69% on single orders \$100,000.01 to \$400,000 list value.  
Single orders over \$400,000 list value are negotiable.

**Herman Miller® Tables**

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69% on single orders \$0 to \$100,000 list value.  
71% on single orders \$100,000.01 to \$400,000 list value.  
Single orders over \$400,000 list value are negotiable

**Meridian® Towers**

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52% on single orders \$0 to \$100,000 list value.  
54% on single orders \$100,000.01 to \$400,000 list value.  
Single orders over \$400,000 list value are negotiable.

**Meridian® Verticals**

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54% on single orders \$0 to \$100,000 list value.  
56% on single orders \$100,000.01 to \$400,000 list value.  
Single orders over \$400,000 list value are negotiable.



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**Q™ Tables**

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65% on single orders \$0 to \$100,000 list value.  
67% on single orders \$100,000.01 to \$400,000 list value.  
Single orders over \$400,000 list value are negotiable.

**Sayl® Chairs**

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51% on single orders \$0 to \$100,000 list value.  
53% on single orders \$100,000.01 to \$400,000 list value.  
Single orders over \$400,000 list value are negotiable.

- C. Product discounts have been revised and are now:

**Innovative Products**  
**International Collection**

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40% on single orders \$0 to \$100,000 list value.  
42% on single orders \$100,000.01 to \$400,000 list value.  
Single orders over \$400,000 list value are negotiable.

- D. The following products have been re-named:

**Quadrant®Q-Pull Lateral Files/Quadrant®R-Pull Lateral  
Files/Quadrant®V-Pull Lateral Files** are now known as:

**Tu™ Lateral Files**

**Quadrant®Q-Pull Pedestals/Quadrant®R-Pull Pedestals/Quadrant®V-Pull  
Pedestals** are now known as:

**Tu™ Pedestals**

**Quadrant®Storage Towers** are now known as:

**Tu™ Storage/Tu™ Towers**

**The Be Collection™** is now known as:

**Thrive™ Portfolio**

**Vitra®** is now known as:

**Eames® Molded Plastic and Wire Chairs**

**Intent™ Furniture and Vivo® Interiors** are now known as:

**Canvas Office Landscape™ Private Office, Canvas Office Landscape™  
Wall-Based, Canvas Office Landscape™ Beam Based, Canvas Office  
Landscape™ Metal Filing and Storage, Canvas Office Landscape™ Wood  
Filing and Storage**





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- E. The following products have been discontinued and are no longer part of the Agreement:

**Bretford Products, Baker Zydeco, and Baker M Collection®/Next Tables**

- F. Exhibit 1, Herman Miller, Inc., Limited Product Warranty, is hereby deleted in its entirety and replaced with Exhibit 1, Herman Miller, Inc., Product Warranty, attached hereto and incorporated by reference.

All other terms of the Agreement remain unchanged.

IN ACKNOWLEDGMENT OF AGREEMENT, the parties have had this Addendum signed by their duly authorized officers.

**Herman Miller, Inc.**

  
Name

Laura Vriesman

Print Name

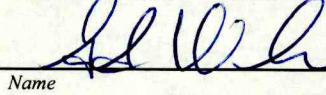
Director, Contracts

Title

9.6.2013

Date Signed

**The Judicial Council of California  
Administrative Office of the Courts**

  
Name

Grant Walker

Print Name

Sr Manager - Business Services

Title

August 22, 2013

Date Signed



# Exhibit 1

## Herman Miller, Inc., Product Warranty

Herman Miller, Inc. ("Herman Miller"), 855 East Main Avenue, PO Box 302, Zeeland, Michigan 49464-0302, USA, warrants the products sold by it and its subsidiaries to be free from defects in material and workmanship, regardless of the number of shifts during which the products are used, for the warranty periods specified below.

This warranty covers the sale of Herman Miller product in all countries. Not all of the product lines appearing on this list are marketed by Herman Miller in all countries, and appearance on this list does not imply an offer for sale of a product line in a particular place. Product line availability is defined in current price lists applicable to different regions.

All products sold under the Herman Miller brand, including Herman Miller Collection, Herman Miller Healthcare, and Geiger®, are backed by our 12-year, 3-shift warranty, except as limited or described below. Warranty information for Nemschoff Chairs, Inc., can be found by visiting [www.nemschoff.com](http://www.nemschoff.com), selecting "Resources," and then "Warranty."

### Herman Miller Products

#### 5 years

Ardea® personal light, Connect power and data, dual monitor arm (Y7521.), Flute™ personal light, Herman Miller International Collection™, laptop holder (Y7522.), laptop/projector stand (Y7524.), Leaf® personal light, markerboard, RoomTune® tackboard, single monitor arm (Y7520.), Tone™ personal light, Twist™ LED task light

#### 1 year

Airia™ desk and media cabinet; C2® climate control; Cognita™ storage bench; Scooter® stand with wood top

### Herman Miller Collection Products

#### 5 years

Capelli stool; Eames® chaise, desk units, wire base elliptical table, Hang-It-All® rack, lounge chair and ottoman, molded plastic chairs, molded wood side chairs, molded plywood coffee table, molded plywood folding screen, molded plywood lounge and dining chairs, sofa compact, storage units, two- and three-seat sofas, walnut stool, wire base low table, and wire chairs; Goetz™ sofa; Nelson™ basic cabinet series, coconut chair, marshmallow sofa, miniature chests, pedestal stool, platform bench, platform bench cushion, swag leg group, thin edge group, and x-leg tables; Noguchi® table

#### 3 years

Eames aluminum group outdoor, Eames table outdoor, and Eames wire base low table outdoor; Nelson pedestal table outdoor

### Herman Miller Healthcare Products

#### 5 years

Compass™ above-bed light

#### 3 years

Compass system faucets; electric motors for height-adjustable tables and keyless entry lock bar (CT620.)

#### 1 year

Compass system faucet sensors and control box

### Herman Miller Textile Alliance Program<sup>SM</sup> Fabrics

#### 3 years

### Herman Miller Design on Textile (DOT™) and Customer's Own Image (COI) Products

#### 1 year

### Herman Miller Options® and Vary Easy®

Standard product warranty unless otherwise noted on individual product quotes

### All Other Products, Parts, and Services

#### 5 years

Electronic ballasts used in task lighting; mechanical components (drive shaft, crank handle, etc.) on Everywhere™ table legs (DT6 and DT7)

#### 3 years

All service parts

#### 2 years

Electrical components (switch, control box, etc.) on Everywhere table legs (DT6 and DT7)

#### 1 year

Qt™ Quiet technology

#### 6 months

All other products, parts, and any services not listed above, sold or furnished by Herman Miller or its subsidiaries, except for consumable products such as light bulbs, fans, keyless locks, and other electronic products for which no warranty is given

### Other Manufacturers' Products

#### 2 years

Magis- and Mattiazzi-branded products are warranted for two years from the date of purchase by the original purchaser.

#### None

Herman Miller will pass through to the original purchaser any warranty supplied by other manufacturers to the extent possible, including, but not limited to, open-line laminates.

### Provisions that apply to all Herman Miller-branded products and services:

During the applicable warranty period, Herman Miller, as its sole obligation, will repair or replace (at its option) any product, part, or component covered by this warranty and sold after the effective date of this warranty which fails under normal use as a result of a defect in material or workmanship; Herman Miller will repair or replace the aforementioned product, part, or component with a comparable product, part, or component.

This warranty extends only to the original purchasers who acquire new product from Herman Miller, its subsidiaries, or its authorized resellers. Any product, part, or component must have been used according to Herman Miller's published instructions and installed and maintained by a Herman Miller factory-trained technician or an authorized Herman Miller dealer installer. If these requirements are met, warranty coverage will be extended. Any misuse, abuse, or modification to the original product voids the warranty. Herman Miller does not warrant the performance of the product when used in combination with other than original Herman Miller product.

The warranty period starts from the date of purchase.

This document inclusively describes all of the warranties given and remedies available with respect to the company's products and services. Herman Miller and its subsidiaries disclaim any other warranty whether express or implied, statutory or otherwise, in relation to the products.

Herman Miller does not warrant:

- natural variations in wood grain or figure or the presence of character marks
- changes in surface finishes due to aging or exposure to light
- marks, scars, or wrinkles occurring naturally in leather
- veins, marks, voids, fissures, or cracks found naturally in stone

In addition, Herman Miller does not warrant:

- failure resulting from normal wear and tear
- pilling of textiles
- the matching of colors, grains, or textures of natural materials
- the colorfastness or the matching of colors of textiles, including an exact match to cuttings, samples, or to swatch cards
- damage, marking, or staining of veneer surfaces due to contact with rubber or similar compounds; damage from sharp objects or imprinting from writing instruments, or prolonged exposure to direct sunlight
- discoloration of Lyris™, Lyris 2™, and any light-colored textiles due to soiling, stains, or dye transfer from clothing including denim
- foreign objects abrading fabric over time

Herman Miller tests Customer's Own Material (COM) and other customer-supplied items for manufacturing quality only and does not provide any warranty with regard to these materials.

Herman Miller does not warrant products that are exposed to extreme environmental conditions or that have been subject to improper storage.

Herman Miller's products meet the requirements of national and specific local codes as stated in the price books and other written publications.

**TO THE EXTENT ALLOWED BY LAW, ANY IMPLIED WARRANTIES, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE DISCLAIMED AND TO THE EXTENT THEY ARE LEGALLY REQUIRED, ARE LIMITED IN DURATION TO THE DURATION OF THIS WRITTEN WARRANTY. HERMAN MILLER SHALL NOT BE LIABLE FOR LOSS OF TIME, INCONVENIENCE, COMMERCIAL LOSS, OR INCIDENTAL OR CONSEQUENTIAL DAMAGES.**

Applies in US only: Some states do not allow limitations on how long an implied warranty lasts or do not allow the exclusion or limitation of incidental or consequential damages, so the limitations or exclusions in the two preceding paragraphs may not apply. This warranty gives the purchaser specific legal rights; however, the purchaser may also have other rights that may vary from state to state.

Applies outside US: Except as stated above, Herman Miller will not be liable for any loss or damage (including costs) however caused, whether direct or consequential, incurred or suffered by the purchaser or any third party in respect of the products but nothing contained herein will or will be considered to exclude or restrict any liability on Herman Miller's part for death or personal injury resulting from negligence.

Effective March 2013